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Attorney for Defendant
ANTHONY HOAN CAO NGUYEN

IN THE UNITED STATES DISTRICT COURT
IN THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

| | | |
|---------------------------------|---|--|
| In re the Matter of |) | Case No. 17-51644-MEH |
| |) | Chapter 7 |
| |) | Judge: M. Elaine Hammond |
| ANTHONY HOAN CAO NGUYEN, |) | |
| Debtor |) | |
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| JASON BARNES, |) | Adversary Proceeding No. 18-05013 |
| Plaintiff |) | |
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| Versus |) | JOINT STATUS REPORT |
| |) | |
| |) | |
| ANTHONY HOAN CAO NGUYEN, |) | |
| Defendant |) | |
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THIS JOINT STATUS REPORT is submitted by Plaintiff JASON BARNES, party in propria persona, and Debtor/Defendant ANTHONY HOAN CAO NGUYEN, through and by his attorney Michael Chinh Vu for VU.S.A. LAW OFFICES, APC, as follows:

A. THE NATURE OF THE CASE

Plaintiff: Plaintiff loaned Defendant a total of \$135,000.00 so that Defendant could expand his

1 on-line business to a storefront. Defendant did not use the money for the stated purpose, and never
2 intended to. Defendant represented to the Plaintiff he would make installment payments on the
3 \$135,000 and interest, but he never intended to do so and failed to do so. Defendant made other
4 promises to get Plaintiff to make the loans, and those promises were never kept. In the context of
5 Plaintiff's state civil case against, Defendant, Defendant's attorney admitted that Defendant owed the
6 money, and Defendant himself entered into a settlement agreement agreeing to pay the money back.
7 But Defendant entered into the agreement simply to buy time and not to resolve this case; Defendant
8 then filed for bankruptcy. Plaintiff filed this adversary proceeding to seek judicial determination
9 whether the \$135,000.00 debt owed to Plaintiff is dischargeable.

10 Defendant: This case concerns loan two private loans totaling \$135,000 from Plaintiff to
11 Defendant, in which Defendant used the money to invest in a business that failed and lost all of the
12 investment. Plaintiff claims that Defendant did not use the money for investment purposes as claimed.
13 Defendant filed for bankruptcy protection, and Plaintiff filed this adversary proceeding to seek judicial
14 determination whether the \$135,000 debt owed to Plaintiff is dischargeable.

15 B. PROGRESS IN THE SERVICE OF PROCESS

16 Defendant: All interested parties have been served or notified.

17 Plaintiff: Agreed.

18 C. POSSIBLE JOINDER OF ADDITIONAL PARTIES

19 Defendant: None

20 Plaintiff: Defendant's former wife Jamie Macias a debtor party to the \$135,000 loan. Plaintiff
21 has filed an adversary action against her and believes the cases are intertwined and requests that the
22 Judge treat the cases as related and consolidate them. Ms. Macias' case is already assigned to the Judge.

23 D. ANY EXPECTED OR DESIRED AMENDMENT OF PLEADINGS

24 Defendant: None

25 Plaintiff: An amendment of the complaint may be appropriate given Jamie Macias' related case.

26 E. JURISDICTION AND VENUE

27 Defendant: Jurisdiction and venue are proper.
28

1 Plaintiff: Agreed.

2 F. ANTICIPATED DISCOVERY AND THE SCHEDULING OF DISCOVERY

3 1. **DISCOVERY SUBJECTS, COMPLETION, PHASES:**

4 Defendant: Defendant seeks discovery concerning Plaintiff's evidence related to (a) fraud (b)
5 conversion; (3) fraudulent transfer that Plaintiff relies upon to claim that the \$135,000 debt is non-
6 dischargeable. Defendant believes that all of his discovery can be completed within 10 months.
7 Defendant does not believe that any phases are necessary.

8 Plaintiff: Plaintiff's discovery will uncover evidence related to (a) fraud; (b) conversion; (c)
9 fraudulent transfer and other facts that render the \$135,000 debt is non-dischargeable.

10 Prior to Defendant and Ms. Macias' bankruptcy filings (and their divorce), Plaintiff sued them in
11 state court based on their failure to make any interest or principal payments on the \$135,000. In that
12 context Plaintiff sent out discovery requests and received documents and responses to interrogatories
13 that were unverified.

14 Defendant's counsel in this case has refused Plaintiff's requests that Defendant provide
15 verifications to his state discovery responses. Defendant's counsel has refused to have his client
16 authenticate the vast document production his client produced in the state case.

17 Defendant is thus wasting the Court and Plaintiff's time.

18 2. **LIMITATIONS OR CHANGES:**

19 Defendant: Defendant does not anticipate the need for any changes in the limitations imposed by
20 the US Bankruptcy Rules or the Local Rules.

21 Plaintiff: Limitations or changes to the rules of discovery are not needed.

22 3. **DISCLOSURE OF EXPERT WITNESSES:**

23 Defendant: To be completed within 90 days of trial.

24 Plaintiff: Agreed.

25 4. **PROPOSED DATES FOR DISCOVERY CUT-OFF**

26 Defendant: To be completed within 60 days of trial.

27 Plaintiff: Agreed.

1 G. ANTICIPATED MOTIONS AND THE SCHEDULING OF MOTIONS

2 Defendant: To be completed within 60 days of trial. Discovery period to be 10 months.

3 Plaintiff: Plaintiff anticipates a host of motions may be needed. This is especially if Defendant
4 continues to refuse to confirm the truth of discovery responses Defendant sent out but did not submit
5 verifications for in Plaintiff's state case against Defendant. Moreover, Defendant may refuse to
6 authenticate the myriad of documents he produced to Plaintiff in this state case.

7 Plaintiff may also need to file a motion regarding the admissibility of Defendant's criminal
8 federal felony conviction that occurred in 2007 and had a connected probation that lasted until 2010.
9 Other aspects of the case may be ripe for declaration rulings and/or a summary judgment motion.

10 H. FUTURE PROCEEDINGS

11 Defendant:

12 Discovery Cutoff: January 31, 2019

13 Expert Discovery Cutoff:

14 Disclosure: February 28, 2019

15 Deposition: March 15, 2019

16 Law and Motion Hearing Cutoff: January 31, 2018

17 Pre-Trial Conference: Within 60 days of trial

18 Trial: April 15, 2019

19 Creditor:

20 Discovery Cutoff: Same as above

21 Expert Discovery Cutoff: Same as above

22 Disclosure: Same as above

23 Depos: Same as above

24 Law and Motion Hearing Cutoff: Same as above

25 Pretrial Conference: Same as above

26 Trial: Same as above

27 I. APPROPRIATENESS OF SPECIAL PROCEDURES

1 Defendant: Defendant will stipulate to the VDRP program.

2 Plaintiff: Agreed.

3 J. ESTIMATE OF TRIAL TIME

4 Defendant: Three days for a Court trial; four days for a jury trial.

5 Plaintiff: Agreed.

6 K. MODIFICATION OF STANDARD PRE-TRIAL PROCEDURES

7 Defendant: None.

8 Plaintiff: Agreed.

9 L. RELATED CASES

10 Defendant: None.

11 Plaintiff: Jamie Macias (Defendant's ex-wife_ has filed for bankruptcy petition and Plaintiff has
12 filed an adversary proceeding against her. Viktoria Le, mentioned in Defendant's initial disclosure, may
13 have been a business partner of Defendant, and has filed a bankruptcy petition.

14 M. WHETHER A SETTLEMENT CONFERENCE SHOULD BE SCHEDULE

15 Defendant: An early settlement conference should be scheduled.

16 Plaintiff: Agreed.

17 N. OTHER MATTERS

18 Defendant: this matter should be referred to the VDRP program.

19 Plaintiff: None at this time.

20
21 Dated: May 25, 2018

/s/ Jason Barnes

JASON BARNES

Plaintiff in Propria Persona

VU.S.A. LAW OFFICES, APC.



26 Dated: May 25, 2018

MICHAEL CHINH VU

Attorney for Defendant

ANTHONY HOAN CAO NGUYEN